

REMOVE II E-MOBILITY AGREEMENT

This Agreement is made and entered into this 28th day of August, 2017, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **City of Reedley** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on April 22, 2005, District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fee and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of REMOVE II that has been approved by District for funding; and

WHEREAS, Participant represents that it is willing and able to complete the proposed project set forth herein within the timeframe specified in this Agreement.

NOW, THEREFORE, based on their mutual promises, covenants, and conditions, the parties hereby agree as follows:

1 **1. PROJECT**

2 Participant proposes to complete its project, **to enhance their website to allow for**
3 **registrations and payments for park activities**, as set forth in the Participant's
4 application; attached hereto and incorporated herein as **Exhibit A**. Participant agrees
5 to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals
6 necessary to perform and complete, per schedule, in a professional manner, the project
7 described herein. Participant represents that Participant has the expertise, match
8 funding, and resources necessary to adequately perform and complete the project
9 specified in Exhibit A and in accordance to this Agreement and the exhibits incorporated
10 herein.

11 In the event of any conflict between or among the terms and conditions of
12 this Agreement, the exhibits incorporated herein, and the documents referred to and
13 incorporated herein, such conflict shall be resolved by giving precedence in the following
14 order of priority:

- 15 1. To the text of this Agreement
- 16 2. Exhibit B of this Agreement
- 17 3. Exhibit A of this Agreement
- 18 4. Exhibit C of this Agreement

19 **2. PERIOD OF PERFORMANCE/TIMETABLE**

20 Participant shall commence performance of work and produce all work
21 products in accordance with the work schedule, deadlines for performance. Participant
22 shall complete the project in its entirety and in accordance with Exhibit A by the
23 timeframe specified in paragraph 24 of this Agreement, unless this Agreement is
24 terminated sooner as provided for elsewhere in this Agreement. Participant is
25 responsible for and must comply with meeting and obtaining all local, state, and/or
26 federal permitting, licensing, and/or certifying requirements necessary to complete the
27 project.

28 **3. COMPENSATION**

1 The total obligation of District under this Agreement shall not exceed **Five**
2 **Thousand Two Hundred Ninety-Seven dollars (\$5,297)** and supersedes any
3 requested funding amount by the Participant identified in Exhibit A.

4 Participant shall obtain through other sources sufficient additional monies
5 to fund the total cost of the project as outlined in Exhibit A. Satisfactory written evidence
6 of such funding commitments shall be provided to District prior to the release by District
7 of any funds under this Agreement. In the event funding from other sources for the total
8 cost of the project as outlined in Exhibit A is not received by Participant, District reserves
9 the right to terminate or re-negotiate this Agreement. In that event, if requested by
10 District, Participant shall return any District funds advanced.

11 **A. Payments:** Advance payments and progress payments shall not
12 be permitted. Payments will be permitted only at which time equivalent services and/or
13 project milestones have been satisfactorily completed, and only for eligible costs
14 allowed as specified in REMOVE II Program Guidelines for the E-Mobility Component;
15 attached hereto and incorporated herein as **Exhibit B**. District shall reimburse
16 Participant after receipt and verification of a properly supported financial claim and
17 inspection by District staff, which includes the following:

- 18 1) REMOVE II Program – E-Mobility Component Project Guidance
19 Document and Claim for Payment Form, attached hereto an
20 incorporated herein as **Exhibit C**: The Form must be filled in
21 completely and be signed by the contract signing authority.
- 22 2) Supporting Documentation that supports completion of work and/or
23 milestone: Supporting documentation may include, but is not
24 limited to, copies of invoices, checks, and receipts for work
25 completed that is specific to the project in this Agreement as
26 specified in Exhibit A. Other forms of supporting documentation
27 may be accepted as deemed appropriate by the District.

28 Claims and all supporting documentation shall be submitted to San

1 Joaquin Valley Unified Air Pollution Control District at the following address:

2 San Joaquin Valley Air Pollution Control District

3 Attention: Incentives Program

4 1990 East Gettysburg Avenue

5 Fresno, California 93726-0244

6 District will issue payment to Participant upon receipt of proper
7 documentation and verification that Participant has satisfactorily completed the work for
8 which compensation is sought.

9 The amount to be paid to Participant under this Agreement is limited to
10 eligible costs identified in Exhibit A and deemed eligible in Exhibit B and includes all
11 sales and use taxes incurred pursuant to this Agreement, if any, including any such
12 taxes due on equipment purchased by Participant. Participant shall not receive
13 additional compensation for reimbursement of such taxes and shall not decrease work
14 to compensate therefore. Any other expenses incurred by Participant for this project
15 which exceed the eligible costs identified in Exhibit A and deemed eligible in Exhibit B,
16 or are deemed ineligible in Exhibit B, are the responsibility of Participant. Participant
17 shall make payment of such expenses as necessary to ensure the completion of the
18 project in accordance to Exhibit A by the timeframe specified in paragraph 24 of this
19 Agreement.

20 Concurrently with the submission of any claim for payment, Participant
21 shall certify (through copies of invoices issued, checks, receipts, and the like) that
22 complete payment has been made to any and all subcontractor(s) as provided.

23 **B. Surplus Funds:** Any compensation, which is not expended by
24 Participant pursuant to the terms and conditions of this Agreement by the project
25 completion date, shall automatically revert to District. Only expenditures incurred by
26 Participant in the direct performance of this Agreement will be reimbursed by District.
27 Allowable expenditures under this Agreement are specifically established and included
28 in Exhibit A and Exhibit B.

1 **C. Closeout Period:** Participant shall submit all final claims within
2 sixty (60) days following the final month of activities for which payment is claimed. No
3 action will be taken by District on claims submitted beyond the 60-day closeout period
4 without reasonable justification and written approval from District.

5 **4. REPORTING REQUIREMENTS**

6 Participant shall perform the following reporting requirements, as applicable and as
7 specified in Exhibit C.

8 **A. Quarterly Reports (for Public Transportation – Transit and Rail**
9 **Passenger Subsidy Components only):** If quarterly reports are identified and
10 required in Exhibit C, Participant shall submit regular reports on a quarterly basis
11 according to the project compliance specified in Exhibit C. The report shall detail the
12 work performed during the current reporting period; problems identified, solved, and/or
13 unresolved; and include any other pertinent information requested on the Quarterly
14 Report in Exhibit C. Quarterly reports shall be required prior, or concurrent, with
15 submission of any claim for payment.

16 **B. Summary Report:** If a summary report is identified and required in
17 Exhibit C, upon completion of the project, Participant shall submit a summary report
18 which shall detail the final project product and any other pertinent information requested
19 on the Summary Report Form in Exhibit C. Summary reports shall be required prior, or
20 concurrent, with submission of any claim for payment.

21 **C. Annual Reports:** If annual reports are identified and required in
22 Exhibit C, Participant is required to complete and submit annual reports to District for
23 two (2) subsequent years, commencing approximately one year following the
24 completion of the project. The annual report shall detail the project's viability and include
25 any other pertinent information requested on the Annual Report Form in Exhibit C.

26 **5. NON-ALLOCATION OF FUNDS**

27 The terms of this Agreement are contingent on the approval and receipt
28 of funds by the appropriating government agency. Should sufficient funds not be

1 allocated, District shall promptly notify Participant and Participant shall not be obligated
2 to continue providing services until sufficient funds have been obtained by District. The
3 scope of the project may be modified or this Agreement terminated at any time by either
4 party after District provides Participant notice of insufficient funds. Following such
5 notice, either party may terminate this Agreement after first providing the other party
6 thirty (30) days' prior written notice of such termination.

7 **6. INDEPENDENT CONTRACTOR**

8 In performance of the work, duties, and obligations assumed by
9 Participant under this Agreement, it is mutually understood and agreed that Participant,
10 including any and all of Participant's officers, agents, and employees, will at all times be
11 acting and performing as an independent contractor and shall act in an independent
12 capacity and not as an officer, agent, servant, employee, joint venture, partner, or
13 associate of District. Furthermore, District shall have no right to control or supervise or
14 direct the manner or method by which Participant shall perform its work and function.
15 However, District shall retain the right to administer this Agreement so as to verify that
16 Participant is performing its obligations in accordance with the terms and conditions
17 thereof. Participant and District shall comply with all applicable provisions of law and
18 the rules and regulations, if any, of governmental authorities having jurisdiction over
19 matters the subject thereof.

20 Because of its status as an independent contractor, Participant shall have
21 absolutely no right to employment rights and benefits available to District employees.
22 Participant shall be solely liable and responsible for providing to, or on behalf of, itself
23 all legally required employee benefits. In addition, Participant shall be solely
24 responsible and save District harmless from all matters relating to payment of
25 Participant's employees, including compliance with social security, withholding, and all
26 other regulations governing such matters. It is acknowledged that during the term of
27 this Agreement, Participant may be providing services to others unrelated to District or
28 to this Agreement.

1 **7. TERMINATION**

2 **A. Breach of Agreement:** District may immediately suspend or
3 terminate this Agreement, in whole or in part, where in the determination of District there
4 is:

- 5 1. An illegal or improper use of funds;
6 2. A failure to comply with any term of this Agreement;
7 3. A substantially incorrect or incomplete report submitted to District; or
8 4. Improperly performed services and/or improperly completed project.

9 In no event shall any payment by District constitute a waiver by District of
10 any breach of this Agreement or any default, which may then exist on the part of
11 Participant. Neither shall such payment impair or prejudice any remedy available to
12 District with respect to the breach or default. District shall have the right to demand of
13 Participant the repayment to District of any and all funds disbursed to Participant under
14 this Agreement which in the judgment of District were not expended in accordance with
15 the terms of this Agreement. Participant shall promptly refund any such funds upon
16 demand.

17 In addition to immediate suspension or termination, District may impose
18 any other remedies available at law, in equity, or otherwise specified in this Agreement.

19 **B. Without Cause:** Either party may terminate this Agreement at any
20 time upon giving the other party at least thirty (30) days' advance written notice of
21 intention to terminate. District shall have the right to demand the repayment of a portion
22 of or all funds paid to Participant should termination of the Agreement result in an
23 incomplete project that does not satisfactorily meet the criteria in which funding was
24 awarded to the project. District has the sole discretion to review and assess the project
25 completeness in relation to the funding criteria utilized to evaluate the project and make
26 such determinations for repayment and/or payment. In such cases, Participant may,
27 subject to paragraph 3, still be eligible to be paid the reasonable value of services
28 satisfactorily rendered and actual, reasonable costs incurred up to the time of the

1 termination, as determined by District. Upon such termination, all the work produced
2 by Participant shall be promptly delivered to District.

3 **8. MODIFICATION**

4 Any matters of this Agreement may be modified from time to time by the
5 written consent of all the parties without in any way affecting the remainder. With the
6 exception of modifications or amendments which do not affect costs or payments under
7 this Agreement, Participant understands that District Governing Board approval may be
8 required.

9 **9. NON-ASSIGNMENT**

10 Neither party shall assign, transfer, or subcontract this Agreement, nor
11 their rights or duties under this Agreement, without the prior express, written consent of
12 the other party.

13 **10. INDEMNIFICATION**

14 Participant agrees to indemnify, save, hold harmless, and at District's
15 request, defend District, its boards, committees, representatives, officers, agents, and
16 employees from and against any and all costs and expenses (including reasonable
17 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
18 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
19 property damage) which arise or are alleged to arise directly or indirectly from any act
20 or omission of Participant, its officers, agents, subcontractors, or employees in the
21 performance of this Agreement or out of the operations conducted by the Participant.

22 **11. INSURANCE**

23 **A.** Without limiting District's right to obtain indemnification from
24 Participant or any third parties, Participant, at its sole expense, shall maintain in full
25 force and effect the following insurance policies throughout the term of this Agreement:

26 1) Commercial general liability insurance with minimum
27 limits of coverage in the amount of One Million Dollars (\$1,000,000) per occurrence;

28 2) Commercial automobile liability insurance which

1 covers bodily injury and property damage with a combined single limit with minimum
2 limits of coverage in the amount of One Million Dollars (\$1,000,000) per occurrence.

3 **3)** Workers' compensation insurance in accordance with
4 California law.

5 **B.** Except for workers' compensation insurance, such insurance
6 policies shall name District, its officers, agents, and employees, individually and
7 collectively, as additional insureds. Such coverage for additional insured shall apply as
8 primary insurance and any other insurance, or self-insurance, maintained by District, its
9 officers, agents, and employees, shall be excess only and not contributing with
10 insurance provided under Participant's policies herein. This insurance shall not be
11 canceled or changed without a minimum of thirty (30) days' advance, written notice
12 given to District.

13 **C.** Prior to the commencement of performing its obligations under this
14 Agreement, Participant shall provide certifications of insurance and additional insured
15 endorsements on the foregoing policy, as required herein, to District, stating that such
16 insurance coverages have been obtained and are in full force; that District, its officers,
17 agents, and employees will not be responsible for any premiums on the policy. This
18 insurance shall not be canceled or changed without a minimum of thirty (30) days'
19 advance, written notice given to District.

20 **D.** In the event Participant fails to keep in effect at all times insurance
21 coverage as herein provide, District may, in addition to other remedies it may have,
22 suspend or terminate this Agreement upon the occurrence of such event.

23 **E.** If Participant is a government entity, then it may self-insure such of
24 those risks identified in paragraph 11.A.1 of this Agreement, provided, however, that:

25 **1)** Such self-insurance plans shall be reasonably
26 satisfactory to District; and

27 **2)** All those provisions identified in subparagraph 11.C
28 of this Agreement concerning the relationship of Participant's primary and District's

1 excess insurance to each other, the requirement of Participant delivering a certificate of
2 insurance and additional insured endorsement or other suitable evidence to District, and
3 the cancellation/change of insurance requirements shall apply to such self-insurance
4 plans.

5 **12. AUDITS AND INSPECTIONS**

6 Participant shall at any time during regular business hours, and as often
7 as District may deem necessary, make available to District for examination all of its
8 records and data with respect to the matters covered in this Agreement. Participant
9 shall, upon request by District, permit District to audit and inspect all such records and
10 data necessary to ensure Participant's compliance with the terms of this Agreement.

11 District shall provide Participant notice of any negative audit findings and
12 allow at least thirty (30) days to respond to and cure any such issues. If, after the audit
13 cure period expires, District makes a determination that funds provided to Participant
14 pursuant to this Agreement were not spent in conformance with this Agreement or any
15 other applicable provisions of law, District shall present any ongoing issues to
16 Participant's representative and the parties shall personally discuss measures to
17 resolve the situation. Following the meeting between Participant and District, if based
18 on District's reasonable determination that the problems have not been resolved,
19 Participant agrees to immediately reimburse District all funds determined to have been
20 expended not in conformance with said provisions.

21 Participant shall retain all records and data for activities performed under
22 this Agreement for at least three (3) years from the date of final payment under this
23 Agreement or until all state and federal audits are completed for that fiscal year,
24 whichever is later.

25 If this Agreement exceeds Ten Thousand Dollars (\$10,000), Participant
26 shall be subject to the examination and audit of the auditor general for a period of three
27 (3) years after final payment under contract (California Government Code § 8546.7).

28 **13. NOTICES**

1 The persons and their addresses having authority to give and receive
2 notices under this Agreement are as follows:

3 **PARTICIPANT**

4 **Nicole R. Zieba**
5 **City Manager**
6 **City of Reedley**
7 **100 N. East Street**
8 **Reedley, CA 93654**

9 **DISTRICT**

10 **Seyed Sadredin**
11 **Executive Director/APCO**
12 **San Joaquin Valley Unified APCD**
13 **1990 East Gettysburg Avenue**
14 **Fresno, CA 93726**

15 Any and all notices between District and Participant provided for or
16 permitted under this Agreement or by law shall be in writing and shall be deemed duly
17 served when personally delivered to one of the parties, or in lieu of such personal
18 service, when deposited in the United States mail, postage prepared, addressed to such
19 party.

20 **14. POLITICAL ACTIVITY PROHIBITED**

21 None of the funds, materials, property, or services provided under this
22 Agreement shall be used for any political activity, or to further the election or defeat of
23 any candidate for public office contrary to federal or state laws, statutes, regulations,
24 rules, or guidelines.

25 **15. LOBBYING PROHIBITED**

26 None of the funds provided under this Agreement shall be used for
27 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
28 before the Congress of the United States of America or the Legislature of the State of
California.

1 **16. CONFLICT OF INTEREST**

2 No officer, employee, or agent of District who exercises any function or
3 responsibility for planning and carrying out the services provided under this Agreement
4 shall have any direct or indirect personal financial interest in this Agreement. Participant
5 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
6 which shall be applicable to all parties and beneficiaries under this Agreement and any
7 officer, agent, or employee of District.

1 **17. GOVERNING LAW**

2 This Agreement shall be governed in all respects by the laws of the State
3 of California. Venue for any action arising out of this Agreement shall only be in Fresno
4 County, California.

5 **18. COMPLIANCE WITH LAWS**

6 Participant shall comply will all federal and state laws, statutes,
7 regulations, rules, and guidelines which apply to its performance under this Agreement,
8 including California driving eligibility and financial liability laws.

9 **19. BINDING ON SUCCESSORS**

10 This Agreement, including all covenants and conditions contained herein,
11 shall be binding upon and inure to the benefit of the parties, including their respective
12 successors-in-interest, assigns, and legal representatives.

13 **20. TIME IS OF THE ESSENCE**

14 It is understood that for Participant's performance under this Agreement,
15 time is of the essence. The parties reasonably anticipate that Participant will, to the
16 reasonable satisfaction of District, complete all activities provided herein within the time
17 schedule outlined in the attachments to this Agreement, provided that Participant is not
18 caused unreasonable delay in such performance.

19 **21. DATA OWNERSHIP**

20 Upon termination or expiration of this Agreement, all data which is
21 received, collected, produced, or developed by Participant under this Agreement shall
22 become the exclusive property of Participant, provided, however, that District shall be
23 allowed to receive, a copy of any non-confidential data received, collected, produced,
24 or developed by Participant under this Agreement subject to Participant's exclusive
25 ownership rights stated herein. Accordingly, Participant shall, if requested, provide
26 copies to District all such data which is in its possession (including its sub-contractors
27 or agents), without any reservation of right, not otherwise enumerated herein.

28 District shall have the right at reasonable times during the term of this Agreement to

1 inspect and reproduce any data received, collected, produced, or developed by
2 Participant under this Agreement.

3 **NO THIRD-PARTY BENEFICIARIES**

4 Notwithstanding anything else stated to the contrary herein, it is
5 understood that Participant's services and activities under this Agreement are being
6 rendered only for the benefit of District, and no other person, firm, corporation, or entity
7 shall be deemed an intended third-party beneficiary of this Agreement.

8 **22. SEVERABILITY**

9 In the event that any one or more of the provisions contained in this
10 Agreement shall for any reason be held to be unenforceable in any respect by a court
11 of competent jurisdiction, such holding shall not affect any other provisions of this
12 Agreement, and the Agreement shall then be construed as if such unenforceable
13 provisions are not a part hereof.

14 **23. SPECIAL CONDITIONS**

15 The entire proposed project must be completed within Twelve (12) year(s)
16 of Agreement execution. No Agreement extensions will be granted without reasonable
17 justification and written approval from the District. Funds may not be used to meet
18 Americans with Disabilities Act (ADA) requirements.

19 **24. ENTIRE AGREEMENT**

20 This Agreement constitutes the entire agreement between Participant and
21 District with respect to the subject matter hereof and supersedes all previous
22 negotiations, proposals, commitments, writings, advertisements, publications, and
23 understandings of any nature whatsoever unless expressly included in this Agreement.

24 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed
25 as of the day and year first hereinabove written.

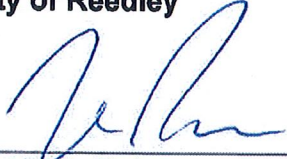
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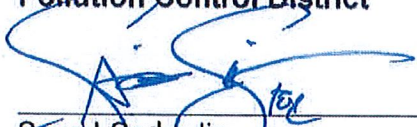
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PARTICIPANT
City of Reedley



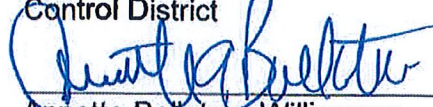
Nicole R. Zieba
City Manager

DISTRICT
San Joaquin Valley Unified Air
Pollution Control District



Seyed Sadredin
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution
Control District



Annette Ballatore-Williamson
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution
Control District



Mehri Barati, C.P.A.
Director of Administrative Services

Participant Business Entity:

Tax ID Number: 94-6000402

For accounting use only:

San Joaquin Valley Unified Air Pollution
Control District

Program: *238

Account No.: _____


17 FEB 2011 14

E - MOBILITY APPLICATION

51638

| | | |
|---|--|------------------------|
| A. APPLICANT INFORMATION | | |
| Organization: City of Reedley | | |
| Contact name: Joel Glick | | |
| Person with contract signing authority: Nicole Zieba, City Manager | | |
| Street/mailling address: 100 N. East Street | | |
| City: Reedley | State: CA | Zip code: 93654 |
| Phone: (559) 637-4203 | Fax: () | |
| E-mail: joel.glick@reedley.ca.gov | Mobile Phone: (559) 799-8861 | |
| Geographic area served by organization: City limits of Reedley and those within the surrounding areas who would sign up and participate in parks and recreation related activities. | | |
| Geographic area to be served by telecommunications technology (if different than above): | | |

I hereby certify that all information provided in this application and any attachments are true and correct to the best of my knowledge, and that I have read the separate Guidelines, Policies and Procedures document for this program component.

| | |
|--|-------------------------------|
| Printed Name of Responsible Party: Nicole R. Zieba | Title: City Manager |
| Signature of Responsible Party: (Must sign in BLUE INK ONLY)  | Date: 1/18/11 |

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INFORMATION ABOUT E-MOBILITY TECHNOLOGY

All requested information below must be provided in addition to the brief proposal.

| B. | GENERAL INFORMATION ABOUT ELECTRONIC TECHNOLOGY |
|----|---|
| 1. | <p>Explain the current E-mobility technology services in use by your organization:</p> <p>Currently the City has a website that provides residents the opportunity to pay for their utilities online. Residents can create an account and pay for services reducing paper consumption from those who choose to mail their payment. It also reduces vehicle consumption for those who would otherwise drive and come into City Hall to pay. This service is not available for programs within the Parks and Recreation division. Residents have to drive into City Hall to sign up for a wide variety of activities.</p> |
| 2. | <p>Explain the planned expansion of the E-mobility technology:</p> <p>The City would like to enhance their website to allow for registrations and payments for park activities. The services offered within the Parks and Recreation department include aquatics, adult sports, youth sports, dance, day camp, special events, and preschool. Similar to utility pay, residents will be able to create an account and apply and pay for all park related activities. The E-mobility Incentive will allow the City to purchase the software and provide the training necessary to make this transition.</p> |
| 3. | <p>Explain the primary functions (services) of the improved/expanded technology to replace vehicle trips:</p> <p>In California, approximately 40 percent of our greenhouse gas (GHG) emissions come from the transportation sector, the single largest source of GHGs by sector. By offering on line registration for parks and recreation services, residents will be able to register and pay for activities from their homes forgoing ever having to drive to City Hall.</p> |

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| C. | INFORMATION REQUIRED TO ASSESS PROJECT COST EFFECTIVENESS |
|-----|--|
| 1. | Funding dollars requested for the project (\$): \$7,000 |
| 2. | Total project cost: \$12,000 |
| 3. | Weeks of operation per year (W): 52 |
| 4. | Number of auto trips eliminated one-way per week (T): 75 ⁹⁰ <i>(↑ from auto trips based on #9. Should be 75 x 2 = 150 one-way trips per week or 40' for 60% (see #9))</i> |
| 5. | Length of auto trips eliminated in miles for one direction of the trip per week (L): (This is the average length of auto trips from the home to the work, school, agency or conference site) The longest one way trip would be 3-4 miles one way. ⁵ <i>(5 miles per #9)</i> |
| 6. | Number of new auto trips one-way per week (New T): (For telecenters, this is the number of auto trips to and from the center. For teleconference sites, this is the number of auto trips to and from the conference site) 0 |
| 7. | New auto trip length (New L): (For teleconference sites, this is the average distance from home to the conference site. For telecenters, this is the average distance from work to the center) 0 |
| 8. | Estimated annual auto trips reduced: 3900 <i>4,680 (per #9)</i> |
| 9. | Estimated annual auto VMT reduced: Based on the 3900 registrations last year, a conservative estimate is that 60% would use the online feature to register and pay. The City of Reedley is 5.1 square miles. If you take 60% of the 3900 trips that totals 2340. If they are driving 5 miles to City Hall and 5 miles back that is an estimated 23,400 miles that will be reduced. |
| 10. | Additional Funding Sources solicited and amounts: The City has \$5000.00 in reserves to contribute to funding this project. |
| | <div style="text-align: center;"> Revised 01/12/06 EXHIBIT A </div> |

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REEDLEY CITY COUNCIL

- ☒ **Consent**
- ☐ **Regular Item**
- ☐ **Workshop**
- ☐ **Closed Session**
- ☐ **Public Hearing**

ITEM NO: _____

DATE: July 25, 2017

TITLE: APPROVE AND AUTHORIZE THE FOLLOWING ITEMS FOR RECREATION SOFTWARE SERVICES FOR THE COMMUNITY SERVICES DEPARTMENT:

- A) AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT WITH DASH PLATFORM TO PROVIDE REGISTRATION SOFTWARE
- B) AUTHORIZE THE CITY MANAGER TO SIGN THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL'S REMOVE II E-MOBILITY GRANT AGREEMENT

BY: Sarah Reid
Community Services Superintendent

SUBMITTED: Joel Glick
Community Services Director

APPROVED: Nicole R. Zieba
City Manager

RECOMMENDATION

Approve and authorize the City Manager to sign an agreement with Dash Platform to provide software services and the San Joaquin Valley Air Pollution Control's Remove II E-Mobility Grant Agreement.

BACKGROUND

Currently all registrations done through the Community Services Department requires the public to come in to the office to complete a paper registration form. All tracking is done with Excel or on a paper calendar. As the department has grown and technology evolved, this is not the most effective way to continue the registration process. With the current system, the margin for error is great. In addition, there is an inconvenience to working people when they have to physically come in to the office during business hours.

With the new software, the advantage for the customer is to be able to register online through their own account for all CSD programs and rentals. This can be done in the convenience of their home or in the CSD office with the assistance of staff. Customers will also know how many spots are available in a program or what days are available to rent the Community Center or a park.

The advantage for CSD staff is the ability to pull rosters, track rentals, create schedules, view customer history, knowing at a glance how many spots are left in a program, and the ability to monitor

and track all paperwork. Staff will have the ability to better communicate through email and text to the customers.

The City has received a grant offer from the San Joaquin Valley Air Pollution Control District E Mobility Program to help finance the new Community Services software program. As stated in the grant application, "residents can create an account and pay for services reducing paper consumption and residence will not have to drive to the Community Center which will save greenhouse gas emissions".

Staff met with three different recreation software companies. After evaluating what each company could offer, staff decided that Dash met the CSD needs the best. As outlined in the contract, there are two initial costs to get the program started – an Implementation Fee and the Onsite Training Cost. In addition to these costs, there is an annual fee for the Dash software services.

FISCAL IMPACT

The Implementation Fee is \$3,875; Onsite training will cost approximately \$3,000; and the annual fee is \$5,000. The City applied for and received a grant offer from the San Joaquin Valley Air Pollution Control Board in the amount of \$5,297. The remaining amount will be charged to Community Services Department's Administration Recreation Software account in the General Fund. These funds were appropriated in the 2016-17 Fiscal Year Budget.

ATTACHMENT

1. Dash Platform Service Agreement
2. Remove II E-Mobility Agreement

Motion: _____

Second: _____